

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI**

In Re:

)
)
) Case No. - - -13
)
Debtor(s))

CHAPTER 13 PLAN AND PLAN SUMMARY

1. **PLAN PAYMENT:** Debtor to pay \$_____ per month from future earnings in the manner indicated below. Trustee shall make disbursements after confirmation in the order indicated:

PLAN PAYMENTS ARE TO BEGIN WITHIN 30 DAYS OF THE DATE STAMPED ON THIS PLAN WHETHER OR NOT THE PLAN PROVIDES FOR WAGE DEDUCTION AND WHETHER OR NOT THE WAGE DEDUCTION HAS GONE INTO EFFECT. PAYMENT ON TIME IS THE DEBTOR'S RESPONSIBILITY. ONCE A PLAN IS CONFIRMED, THAT PLAN PAYMENT REMAINS IN EFFECT UNTIL SUCH TIME AS THE COURT CONFIRMS A SUBSEQUENT AMENDMENT. IF INFORMATION IS PROVIDED IN THE SECTION FOR WAGE ORDER TO EMPLOYER, THE WAGE ORDER WILL BE ISSUED TO THE EMPLOYER.

WAGE ORDER TO EMPLOYER:
(Employer's Name, address, telephone number)

DIRECT PAYMENT: From Debtor(s) to Trustee

()

2. **ADMINISTRATIVE COSTS:** Pay debtor(s) attorney as indicated below and pay trustee's fee per 28 USC §586 and 11 USC §1326.

Attorney's Fees: \$_____ total attorney's fees
 \$_____ attorney fees to be paid directly by the debtor.
 \$_____ attorney fees to be paid from the plan payments.

Attorney fees paid from the plan payments will be paid pursuant to the Local Rules of the Bankruptcy Court unless different treatment is provided in paragraph 11 and the Bankruptcy Court issues a specific order regarding that proposed treatment. The confirmation of the plan alone will not constitute fees being paid contrary to the Local Rules.

3. **SUPPORT:** Future support owed to _____ is to be:
____ Paid directly to the recipient by the debtor(s).
____ Paid to recipient from the Plan payment at \$_____ per month.
____ Support arrearage of \$_____ is to be paid from Plan payments
at \$ _____ per month.

4. **RESIDENTIAL HOME MORTGAGES.** (Use this section ONLY for the primary residence. All other long term debts should be in paragraph 5.)

PAID AS LONG TERM DEBTS PURSUANT TO 11 U.S.C. SECTION 1322(b)(5) AND EXCEPTED FROM DISCHARGE PURSUANT TO 11 U.S.C. SECTION 1328(a)(1):

Pre-petition arrearages will be paid from the Plan payments. Unscheduled pre-petition arrearages will be paid the contract rate of interest, if the contract rate of interest is provided on the face of the proof of claim.

____ Post-petition payments are to be paid directly by debtor(s).
____ Post-petition payments are to be paid from the Plan payments.

| Mortgage Lien Holder | Regular Monthly Payment | Total Pre-Petition Arrearage *** | Arrearage Rate Of Interest | Monthly Arrearage Payment |
|----------------------|-------------------------------|--|----------------------------------|---------------------------------|
| (1) _____ | \$ _____ | \$ _____ | Contract % | \$ _____ |
| (2) _____ | \$ _____ | \$ _____ | Contract % | \$ _____ |

PAID IN FULL DURING THE LIFE OF THE PLAN FROM THE PLAN PAYMENTS:
Pre-petition arrearage will not be paid as a separate debt as it would be a part of the principal balance claim which is being paid in full.

| Mortgage lien Holder | Principal Balance | Monthly Payment | Rate Of Interest |
|----------------------|-------------------|-----------------|------------------|
| (1) | \$ | \$ | % |
| (2) | \$ | \$ | % |

5. LONG TERM DEBTS PURSUANT TO 11 U.S.C. SECTION 1322(b)(5) AND EXCEPTED FROM DISCHARGE PURSUANT TO 11 U.S.C. SECTION 1328(a)(1): To be paid from the plan payments as follows:

| Creditor Name | Regular Payment | Total Arrearage *** | Rate of Interest | Monthly Payment Through Plan On Arrearage |
|---------------|-----------------|---------------------|------------------|---|
| | \$ | \$ | Local Rule | \$ |
| | \$ | \$ | Local Rule | \$ |
| | \$ | \$ | Local Rule | \$ |
| | \$ | \$ | Local Rule | \$ |

(If any of the regular monthly payments are to be paid directly, that treatment needs to be clearly indicated in paragraph 11.)

6. SECURED CREDITORS: Retain lien and pay to value per 11 USC §1325(a)(5)(B)(i) & (ii) with any balance paid as general unsecured.

| Creditor Name | Value of Collateral **** | Rate of Interest | Monthly Payment Through Plan |
|---------------|--------------------------|------------------|------------------------------|
| | \$ | Local Rule | \$ |
| | \$ | Local Rule | \$ |
| | \$ | Local Rule | \$ |
| | \$ | Local Rule | \$ |
| | \$ | Local Rule | \$ |

Secured creditors with a non-purchase money security interest in consumer goods will be subject to lien avoidance per 11 USC §522(f), and treated as general unsecured if a separate motion is filed and the Court enters an Order Avoiding the Lien.

7. SECURED CREDITORS: Surrender per 11 USC §1325(a)(5)(C). If a deficiency claim is filed it will be allowed unless the column titled "Surrender In Lieu of Entire Debt" is clearly marked with an X for the collateral to be surrendered in lieu of the entire debt.

| Creditor Name | Surrender In Lieu Of Entire Debt |
|---------------|----------------------------------|
| | |
| | |

8. **PRIORITY UNSECURED CREDITORS:** Pay 100% in full per 11 USC §1322(a)(2) and 11 USC §507. (Fill in the monthly payment, if any, in the column below, otherwise priority unsecured claims will be paid pro rata.)

| Creditor Name | Monthly Payment |
|---------------|-----------------|
| | \$ |
| | \$ |
| | \$ |

9. **EXECUTORY CONTRACTS:**

| Creditor Name | Property Description | Monthly Payment | Months Remaining | Accept Reject | Payment Direct or Through Trustee |
|---------------|----------------------|-----------------|------------------|---------------|-----------------------------------|
| | | \$ | | | |
| | | \$ | | | |

10. **GENERAL UNSECURED CREDITORS:** ONLY choose ONE of the following:

_____ A dividend of 100% **OR**

_____ A dividend of 0% **OR**

_____ This is a "POT" Plan*. There is non-exempt equity of \$ _____. ("The POT").

OR

_____ This is a "BASE" Plan**. The BASE is _____ months of Plan payments.

11. **OTHER REMARKS OR PROVISIONS:** _____

Dated: _____

Chapter 13 Debtor

Chapter 13 Debtor

BY: _____

Attorney

***POT PLANS** - The filed and allowed general unsecured claimants will share pro rata any funds left in "The Pot" after the satisfaction of the pre-petition attorney fees being paid from the Plan payments and the pre-petition filed and allowed priority unsecured claims. If the pre-petition attorney fees being paid from the Plan payments and the filed and allowed priority unsecured claims are equal to or greater than "The Pot", the filed and allowed general unsecured creditors will share zero (0%). After the dividend has been set by the trustee's office to comply with "The Pot", the trustee's office will not adjust the percentage to accommodate proofs of claim and amended proofs of claim filed and allowed after the bar date. It will be the responsibility of the debtor's attorney to determine if there needs to be an adjustment to the general

unsecured dividend. If the debtor's attorney determines that an adjustment needs to be made, it will be the responsibility of the debtor's attorney to determine an appropriate percentage and file an amendment to the plan to set the dividend to that percentage. Once the trustee's office has set the dividend based on "The Pot", any amendment to the plan will need to reflect the dividend which has been set or the amendment needs to provide a dividend that will comply with the Bankruptcy Code.

****BASE PLANS** - Filed and allowed general unsecured claimants will share pro rata funds leftover after the payment of administrative expenses, including Court fees, Trustee's fees and attorney's fees; the payment of secured claims plus interest, if any; and priority unsecured claims based on the base number of months of Plan payments. ("The Base"). Because the total funds paid into the Plan must be sufficient to satisfy the administrative expenses, secured claims and priority unsecured claims, the Plan may actually run longer than "The Base". "The Base" may be adjusted upward to accommodate proofs of claim and amended proofs of claim filed and allowed after the bar date and to accommodate increases in long-term continuing debts being paid through the Plan payments. "The Base" may be adjusted upward to accommodate orders granting post-confirmation attorney fees and expenses paid from the plan payments. Notification received by the Trustee's office of an increase in a long-term continuing debt being paid through the Plan may result in "The Base" being adjusted upward to accommodate the increased payment. Any adjustments made because of the foregoing reasons that result in the Plan running in excess of the sixty-month statutory time limit of Section 1322(d) may result in the Trustee's office filing a motion to dismiss. "The Base" may be adjusted at the end of the Plan in order to allow a full monthly payment in the last month of the Plan to any creditor receiving continuing payments through the Trustee's office. "The Base" may be adjusted upward due to additional funds received in the case from sources such as profit sharing, bonus funds, etc.

***** ARREARAGE** - Any arrearages listed on the plan/plan summary are the debtor's best estimate of the amount owed. The trustee's office will pay arrearages based on the filed and allowed proof of claim of the creditor pursuant to Local Rule 3084-1(G).

****** VALUE OF COLLATERAL** - The value of collateral listed on the plan/plan summary is the debtor's best estimate. The trustee's office uses the value listed on the face of the filed proof of claim, if one is listed, pursuant to Local Rule 3084-1(D) when loading the proof of claim.

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